



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF

November 3, 2004

Mr. Steve Gilbertson
President
Electramatic, Inc.
1815 Jefferson Street, N.E.
Minneapolis, Minnesota 55418



Re: Western Minerals Superfund Site

Dear Mr. Gilbertson:

Enclosed is a fully-executed copy of the tolling agreement for this matter. Thank you for your cooperation in completing the document.

This letter will also confirm that the United States Environmental Protection Agency agrees to the extension you requested for responding to the demand letter issued on October 5, 2004. We look forward to receiving your response.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Thomas J. Krueger".

Thomas J. Krueger
Associate Regional Counsel

Enclosure

cc (w/encl.): Fred Micke, U.S. EPA
Carol Ropski, U.S. EPA

WESTERN MINERALS SITE TOLLING AGREEMENT

This Tolling Agreement ("Agreement"), effective October 1, 2004, is entered into between the United States Environmental Protection Agency ("U.S. EPA") and Electramatic, Inc. ("Electramatic"). Electramatic has been identified by U.S. EPA as a potentially responsible party ("PRP") at the Western Minerals Site in Minneapolis, Minnesota.

The undersigned representative of Electramatic certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind such party to this document.

U.S. EPA and Electramatic, in consideration of the mutual covenants set out herein, agree as follows:

1. U.S. EPA contends that it presently has causes of action against Electramatic under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, for reimbursement of response costs incurred by U.S. EPA in connection with response actions taken at the Western Minerals Site in Minneapolis, Minnesota.

2. U.S. EPA and Electramatic enter into this Agreement in order to pursue good faith negotiations to attempt to resolve U.S. EPA's claims referred to in Paragraph One without litigation. It is acknowledged to be in the interest of U.S. EPA and Electramatic to attempt to resolve any disagreements over the recovery of response costs incurred by U.S. EPA without litigation, if possible.

3. To facilitate settlement of U.S. EPA's claims for these response costs in connection to the Western Minerals Site, U.S. EPA and Electramatic agree that the period of time commencing on October 1, 2004, and ending on January 31, 2005, inclusive, shall not be included in computing the time limited by any statute of limitations for filing the causes of action generally described in Paragraph One of this Agreement, if any statute of limitations is applicable for such causes of action. Electramatic also agrees that the period of time commencing on October 1, 2004, and ending on January 31, 2005, inclusive, will not be asserted, in whole or in part, as a basis for a defense of laches or similar defense concerning the timeliness of commencing a civil action for recovery of the response costs incurred by U.S. EPA in connection with the Western Minerals Site. Electramatic further agrees not to assert, plead or raise against U.S. EPA in any fashion, whether by answer, motion or otherwise, any defense or avoidance based on the running of any statute of limitations during the period of time commencing on October 1, 2004, and ending on January 31, 2005, inclusive, and that any statute of limitations shall be tolled during and for that period.

4. This Agreement does not constitute an admission of fact or liability on the part of Electramatic, nor does it affect the assertion of any defense to liability except as specifically provided in Paragraph Three of this Agreement.

5. This Agreement does not constitute an admission or acknowledgment on the part of U.S. EPA regarding any fact relating to the statute of limitations under CERCLA, or any other applicable statutes or laws, nor does it constitute an agreement by U.S. EPA that any defense to liability as to costs under CERCLA is available to Electramatic. U.S. EPA reserves the right to assert that no statute of limitations applies.

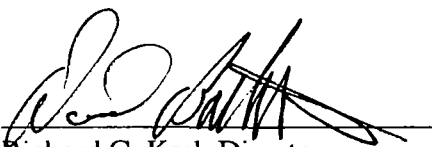
6. It is understood that U.S. EPA may terminate settlement negotiations and commence suit at any time.

7. This Agreement contains the entire agreement between U.S. EPA and Electramatic, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

8. This Agreement is intended to be executed in counterparts, with separate signature pages.

The United States Environmental Protection Agency consents to the terms and conditions of this Agreement by its duly authorized representative on this 25th day of October, 2004.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY


for Richard C. Karl, Director
Superfund Division
U.S. EPA, Region 5

WESTERN MINERALS SITE TOLLING AGREEMENT SIGNATURE PAGE

Electramatic, Inc., consents to the terms and conditions of this Agreement addressing the period of time between October 1, 2004 and January 31, 2005, by its duly authorized representative on this 18 day of October, 2004.

ELECTRAMATIC, INC.

By:


Name:Title: president